

貿易実務書類作成

輸出編

Part 2

Assignment 8: 船積通知(Shipping Advice)の送付

船積を終了したグローバル貿易株式会社(株)は、サウスウェスト・スチール(株)が貨物の受入準備ができるように、下記の船積通知(Shipping Advice)を送った(内容を確認のこと)。

送信(S)	差出人(M)	xxxxxxxxxxx@globaltrade.co.jp
	宛先…	georgemorán@southweststeel.com
	CC(C)…	
	件名(U)	SHIPPING ADVICE

DEAR MR. MORAN:

WE ARE PLEASED TO ADVISE YOU THAT THE FOLLOWING SHIPMENT HAS BEEN COMPLETED, AND WE TRUST THE CARGO WILL REACH YOU IN GOOD ORDER:

SALES NOTE NO.	: SWS-112/04	DATED	MAY 8, 20XX
L/C NO.	: 231-112449J	DATED	MAY 21, 20XX
COMMODITY	: IRON PRODUCTS		
QUANTITY	: AS PER S.N. NO. SWS-112/04 (or AS DETAILED IN THE INVOICE)		
NAME OF VESSEL	: M/V NEPTUNE V. 154W		
SAILING ON	: JUNE 29, 20XX		
DESTINATION	: LONG BEACH, U.S.A.	ETA	JUNE 14, 20XX

FOR DETAILS OF THE ABOVE SHIPMENT, PLEASE REFER TO THE ATTACHED PDF FILES OF THE FOLLOWING SHIPPING DOCUMENTS:

INVOICE
PACKING LIST
BILL OF LADING

ACCORDING TO THE L/C CONDITION, WE WILL DRAW A DRAFT AT SIGHT / _____ DAYS AFTER SIGHT ON YOU / YOUR BANK, AND ASK YOU TO HONOR IT UPON PRESENTATION.

BEST REGARDS,

Assignment 9: 貨物海上保険の申込み(確定保険への切り替え)

今回の取引の貿易条件は CIP Long Beach であるため、輸出者側に保険付保の義務がある。

これまでに作成および参照してきた書類や資料および下記事項を基にして、七洋火災海上保険株式会社 (The Seven Seas Marine and Fire Insurance Co., Ltd.) に送る貨物海上保険の申込書を作成しなさい。

グローバル貿易株式会社は、七洋火災海上保険株式会社と包括予定保険契約を結んでおり、ここでは確定保険の申込みとなる。

記

1. 確定保険の申込書作成日 (= 申込日) は令和 YY 年 6 月 30 日とする。
2. グローバル貿易 (株) が七洋火災海上保険 (株) と結んでいる包括予定保険の番号は 960244583 である。
3. 保険金の支払地は Los Angeles, U.S.A. である。
4. 保険申込の内容 (保険の基本条件、付保割合) は、信用状条件どおりとする。
5. 保険会社には、保険証券オリジナルを信用状で要求されている通数通り、またそのコピーを 2 通要求する。
6. 申込書の署名は、グローバル貿易 (株) 輸出課長 (Export Manager) の山田太郎がするものとする。

APPLICATION FOR MARINE CARGO INSURANCE (貨物海上保険申込書)
to
THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD.

※ 太線の枠内のみご記入下さい。

Assured (被保険者名) (証券番号) No. Claim, if any, payable at/in (保険金支払地) Conditions: (保険条件) <input type="checkbox"/> All Risks <input type="checkbox"/> W.A. <input type="checkbox"/> F.P.A. <input type="checkbox"/> War Risks <input type="checkbox"/> ICC (A) <input type="checkbox"/> ICC (B) <input type="checkbox"/> ICC (C) <input type="checkbox"/> SRCC Risks <input type="checkbox"/>		申込日: Provisional No. (予定保険証券番号) Open Policy No. (特約書番号) Invoice No. (インボイス番号) Invoice Amount (インボイス金額) <input type="checkbox"/> FOB/FCA <input type="checkbox"/> CFR/CPT <input type="checkbox"/> CIF/CIP CIF 金額		
Local Vessel/Conveyance (奥地輸送用具名)	From (interior port of Loading) (奥地仕出港(地))			
Ocean Vessel (積載船(機)名)	From (積込港)	Sailing on or about (本船出港年月日)		
Arrived/Transhipped at (荷卸港(地)・積替港(地))	Thence to (最終仕向港(地))			
Marks & Numbers (記号と番号)	No. & Kind of Packages (梱包と荷姿)	Description of Goods (貨物の明細)	Quantity (数量)	
In case of the interest hereby insured being packed into container(s), shipped under deck and/or on deck.				
Documents Required		(保険金額付保割合)		Amount Insured (保険金額)
<input type="checkbox"/> Policy	Original ()通	Cargo:	% of CIF (CIP) Value ()	
<input type="checkbox"/> Certificate	Copy ()通	Duty :	% of CIF (CIP) Value ()	

保険会社使用欄

Applicant

Authorized Signature(s)

APPLICATION FOR MARINE CARGO INSURANCE (貨物海上保険申込書)
 (記入要領) to
 THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD.

※ 太線の枠内のみご記入下さい。

Assured (被保険者名) 保険金の受取人 (= 申込人)		申込日:	
(証券番号) No. 記載不要		Provisional No. (予定保険証券番号) 個別予定保険番号	
Claim, if any, payable at/in (保険金支払地) 通常は仕向地 or 保険代理人所在地		Open Policy No. (特約書番号) 包括予定保険番号	
Conditions: (保険条件) <input type="checkbox"/> All Risks <input type="checkbox"/> W.A. <input type="checkbox"/> F.P.A. <input type="checkbox"/> War Risks <input type="checkbox"/> ICC (A) <input type="checkbox"/> ICC (B) <input type="checkbox"/> ICC (C) <input type="checkbox"/> SRCC Risks <input type="checkbox"/> 上記該当のboxにチェックを入れる		Invoice No. (インボイス番号)	
		Invoice Amount (インボイス金額) <input type="checkbox"/> FOB/FCA <input type="checkbox"/> CFR/CPT US\$ <input type="checkbox"/> CIF/CIP CIF 金額	
上記の基本条件で付保できない危険を特約として担保する場合に下記に列挙 (各種付加危険)			
Local Vessel/Conveyance (奥地輸送用具名)		From (interior port of Loading) (奥地仕出港(地))	
Ocean Vessel (積載船(機)名)		From (積込港)	Sailing on or about (本船出港年月日)
Arrived/Transhipped at (荷卸港(地)・積替港(地))		Thence to (最終仕向港(地))	
Marks & Numbers (記号と番号)	No. & Kind of Packages (梱包と荷姿)	Description of Goods (貨物の明細)	Quantity (数量)
荷印	梱包数	信用状の記述を転記	単位が複数ある時は「インボイスどおり」でも可
In case of the interest hereby insured being packed into container(s), shipped under deck and/or on deck.			
Documents Required 発行希望通数		(保険金額付割合)	
<input type="checkbox"/> Policy	Original ()通	Cargo: _____ % of CIF (CIP) Value	()
<input type="checkbox"/> Certificate	Copy ()通	Duty : _____ % of CIF (CIP) Value	()
Amount Insured (保険金額)			

保険会社使用欄

Applicant
申込者名
署名

 Authorized Signature(s)

解答例

APPLICATION FOR MARINE CARGO INSURANCE (貨物海上保険申込書)
to
THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD.

※ 太線の枠内のみご記入下さい。

GLOBAL TRADING CO., LTD.		申込 JUNE 30, 20XX	
(証券番号) No.		Provisional No. (予定保険証券番号) 960244583	
Claim, if any, payable at/in (保険金支払地) LOS ANGELES, U. S. A.		Invoice No. (インボイス番号) SWS-112/04	
Conditions: (保険条件) <input checked="" type="checkbox"/> All Risks <input type="checkbox"/> W.A. <input type="checkbox"/> F.P.A. <input checked="" type="checkbox"/> War Risks <input type="checkbox"/> ICC (A) <input type="checkbox"/> ICC (B) <input type="checkbox"/> ICC (C) <input checked="" type="checkbox"/> SRCC Risks <input type="checkbox"/>		Invoice Amount (インボイス金額) <input type="checkbox"/> FOB/FCA <input type="checkbox"/> CFR/CPT US\$290,200.00 <input checked="" type="checkbox"/> CIF/CIP CIF 金額	
Local Vessel/Conveyance (奥地輸送用具名)		From (interior port of Loading) (奥地仕出港(地))	
Ocean Vessel (積載船(機)名) NEPTUNE V. 154W	From (積込港) TOKYO, JAPAN	Sailing on or about (本船出港年月日) JUNE 29, 20XX	
Arrived/Transhipped at (荷卸港(地)・積替港(地)) LONG BEACH, U. S. A.		Thence to (最終仕向港(地))	
Marks & Numbers (記号と番号)	No. & Kind of Packages (梱包と荷姿)	Description of Goods (貨物の明細)	Quantity (数量)
24 ROLLS AND 35 BUNDLES IRON PRODUCTS		AS PER S/N NO. SWS-112/04	
SWS IN DIA LONG BEACH S.N. NO. SWS-112/04 BUNDLE NO. 1/UP MADE IN JAPAN			
In case of the interest hereby insured being packed into container(s), shipped under deck and/or on deck.			
Documents Required		(保険金額付保割合)	Amount Insured (保険金額)
<input checked="" type="checkbox"/> Policy	Original (2)通	Cargo: 110 % of CIF (CIP) Value	(US\$319,220.00)
<input type="checkbox"/> Certificate	Copy (2)通	Duty : % of CIF (CIP) Value	()

保険会社使用欄

Applicant

GLOBAL TRADING, CO., LTD.

Taro Yamada

Authorized Signature(s)

Assignment 10: 貨物海上保険証券の発行

七洋火災海上保険株式会社の元にグローバル貿易（株）から貨物海上保険の申込書が送られてきた。

七洋火災海上保険株式会社のスタッフとして、Assignment 9 で作成した貨物海上保険の申込書および下記事項を参照しながら、グローバル貿易（株）に発行すべき保険証券を作成しなさい。

記

1. 七洋火災海上保険（株）が発行する保険証券の番号は 13-583097 である。
2. 輸入地における七洋火災海上保険（株）の損害〔査定〕代理店（Claim〔Settling〕Agent）は、以下の通りである。

J. K. Gill Insurance, Inc.

13350 Parkway

Los Angeles, CA 97215

U. S. A.

Phone: 01 (527) 630-3874 Fax: 01 (527) 630-8592

3. 保険証券は、申込書で要求された通りの通数を発行する。
4. 保険証券は、当該保険の申込日と同じ日に作成・発行するものとする。

THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD.

HEAD OFFICE: 6-7 Shiba 4-chome, Minato-ku, Tokyo 108-0018 Japan Tel: 81 (3) 3453-7731

ESTABLISHED 1897

Assured(s), etc.

ORIGINAL

(Code:)

Policy
No.

Invoice No.

Amount insured

Claim, if any, payable at/in
Immediate claim notice must be given

Conditions

To

and Claims will be paid by the said Agent.

Local Vessel or Conveyance

from (interior port or place of loading)

Ship or Vessel called the

at and from

Sailing on or about

arrived at/transshipped at

thence to

Goods and Merchandise

Subject to the following Clauses as per back hereof:
Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes, Riots and Civil Commotions Clauses
Institute Dangerous Drugs Clauses
Institute Replacement Clauses
Institute Radioactive Contamination, Chemical, Biological
Bio-Chemical and Electromagnetic Weapons Exclusion Clauses

In case of the interest hereby insured being packed into container(s), shipped under deck &/or on deck.

Marks and Numbers as per Invoice No. specified above

Valued at the same as Amount insured

Singed in

Dated

No. of Policies issued

1. Warranted free of capture, seizure, arrest, restraint, or detention, and the consequences thereof of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty power includes any authority maintaining naval, military or air forces in association with a power.
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.
2. Warranted free of loss or damage
(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
(b) resulting from strikes, lockouts, labour disturbances, riots or civil commotions.

Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

This insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

We it known, that
Assured, as specified above as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or all, doth make Insurances, and hereby cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from as specified above upon Goods and Merchandises, or Treasure, in the good Ship or Vessel called the as specified above whereof is Master, for this present Voyage or the Master thereof, is or shall be named or called: BEGINNING the Adventure upon the said Goods and Merchandises from the loading thereof on board the said Ship, and so to continue and endure, until the said Goods and Merchandises shall have arrived at as specified above and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage, to proceed and sail to, and touch and stay at any Ports or Places whatsoever, (within the limits of the above Voyage) for necessary Provisions. Assistance or Repairs, without prejudice to this Insurance: the said Goods and Merchandises laden thereon for so much as concerns the Assured by agreement between the Assured and the Assurer, are and shall be **valued at the same as amount insured.**
Touching the Adventures and Perils which the Assurers are contented to bea and to take upon them in this Voyage, they are of the Seas, Men-of-War, Fires, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Taking at Sea, Arrests, Restraints and Detainments of all Kings, Princes, and People, of which Nation Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof: and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants, or Assigns, to sue, labour, and travel for in and about the Defence, safeguard and Recovery of the said Goods and Merchandises or any part thereof, without prejudice to this Insurance: to the Charges whereof the said Company will contribute. It is expressly declared and agreed that no acts of the Insurer of Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in London. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators, or Assigns, for the true Performance of the PREMISES: confessing themselves paid the Consideration due unto them for this Insurance: at and after the rate of **as arranged per cent.**
Com, Fish, Salt, Fruit, Flour and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt: Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per Cent: be stranded, sunk or burnt.
This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.
In witness Whereof, I, the Undersigned of THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD. on behalf of the said Company have subscribed my Name in as specified above to specified above Policies of the same tenor and date, one of which being accomplished, the others to be void, as of the date as specified above.

For THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD.

AUTHORIZED SIGNATORY

THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD.

HEAD OFFICE: 6-7 Shiba 4-chome, Minato-ku, Tokyo 108-0018 Japan Tel: 81 (3) 3453-7731

(記入要領)
Assured(s), etc.

ESTABLISHED 1897

ORIGINAL

被保険者名 (保険金の受取人 = 申込人)	Invoice No.	インボイス番号
(Code:)	Amount insured	保険金額
Policy No. 保険証券番号	Conditions	保険条件
Claim, if any, payable at/in 保険金支払地	(戦争危険・ストライキ危険は記載不要)	
Immediate claim notice must be given		
To 損害(査定)代理店名		

and Claims will be paid by the said Agent.

Local Vessel or Conveyance from (interior port or place of loading)

Ship or Vessel called the	at and from	Sailing on or about
本船名 + 航海番号	船積港	本船出航年月日
arrived at/transshipped at	thence to	
荷卸港(奥地まで運ぶ場合は「積替港」) =>	最終仕向地	

Goods and Merchandise

貨物の明細
(基本的に信用状に記載通り)

Subject to the following Clauses as per back hereof:
Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes, Riots and Civil Commotions Clauses
Institute Dangerous Drugs Clauses
Institute Replacement Clauses
Institute Radioactive Contamination, Chemical, Biological
Bio-Chemical and Electromagnetic Weapons Exclusion Clauses

In case of the interest hereby insured being packed into container(s), shipped under deck &/or on deck.

Marks and Numbers as per Invoice No. specified above	Valued at the same as Amount insured
Singed in	Dated
証券発行地 (契約地)	発行日
	発行通数

1. Warranted free of capture, seizure, arrest, restraint, or detention, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty power includes any authority maintaining naval, military or air forces in association with a power.
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.
2. Warranted free of loss or damage
(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
(b) resulting from strikes, lockouts, labour disturbances, riots or civil commotions.

Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

This insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

We it known, that
Assured, as specified above as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or all, doth make Insuranc, and hereby cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from as specified above upon Goods and Merchandises, or Treasure, in the good wherof is Master, for this present Voyage Ship or Vessel called the as specified above or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called: BEGINNING the Adventure upon the said Goods and Merchandises from the loading thereof on board the said Ship, and so to continue and endure, until the said Goods and Merchandises shall have arrived at as specified above and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage, to proceed and sail to, and touch and stay at any Ports or Places whatsoever, (within the limits of the above Voyage) for necessary Provisions. Assistance or Repairs, without prejudice to this Insurance: the said Goods and Merchandises laden thereon for so much as concerns the Assured by agreement between the Assured and the Assurer, are and shall be valued at the same as amount insured.
Touching the Adventures and Perils which the Assurers are contented to bea and to take upon them in this Voyage, they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Taking at Sea, Arrests, Restraints and Detainments of all Kings, Princes, and People, of which Nation Condition, or Quality soever. Barratry of the Master and Mariners, and of all other Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof; and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants, or Assigns, to sue, labour, and travel for in and about the Defence, safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance: to the Charges wherof the said Company will contribute. It is expressly declared and agreed that no acts of the Insurer of Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in London. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators, or Assigns, for the true Performance of the PREMISES: confessing themselves paid the Consideration due unto them for this Insurance: at and after the rate of as arranged per cent.
: Corn, Fish, Salt, Fruit, Flour and Seed are warranted free from Average, unless General or the Ship be stranded, sunk or burnt: Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per Cent: be stranded, sunk or burnt.
This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims.
In witness Whereof, I, the Undersigned of THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD. on behalf of the said Company have subscribed my Name in as specified above to specified above Policies of the same tenor and date, one of which being accomplished, the others to be void, as of the date as specified above.

For THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD.

保険会社署名

AUTHORIZED SIGNATORY

THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD.

HEAD OFFICE: 6-7 Shiba 4-chome, Minato-ku, Tokyo 108-0018 Japan Tel: 81 (3) 3453-7731

(解答例)

Assured(s), etc.

ESTABLISHED 1897

ORIGINAL

GLOBAL TRADING CO., LTD.

Invoice No. SWS-112/04

(Code:)

Policy No. **13-583097**

Amount insured US\$319,220.00

Claim, if any, payable at/in **LOS ANGELES**
Immediate claim notice must be given

Conditions **ALL RISKS**

To **J. K. GILL INSURANCE, INC.**
13350 PARKWAY
LOS ANGELES, CA 97215
PHONE: 01 (527) 630-3874 FAX: 01 (527) 630-8592

and Claims will be paid by the said Agent.

Local Vessel or Conveyance _____ from (interior port or place of loading)

Ship or Vessel called the _____ at and from _____ Sailing on or about _____

NEPTUNE V. 154W **TOKYO** **JUNE 29, 20XX**

arrived at/transhipped at _____ thence to _____

LONG BEACH, U. S. A.

Goods and Merchandise

24 ROLLS AND 3875 PCS. OF IRON PRODUCTS
(24 ROLLS AND 35 BUNDLES)

Subject to the following Clauses as per back hereof:
Institute Cargo Clauses
Institute War Clauses (Cargo)
Institute Strikes, Riots and Civil Commotions Clauses
Institute Dangerous Drugs Clauses
Institute Replacement Clauses
Institute Radioactive Contamination, Chemical, Biological
Bio-Chemical and Electromagnetic Weapons Exclusion Clauses

In case of the interest hereby insured being packed into container(s), shipped under deck &/or on deck.

Marks and Numbers as per Invoice No. specified above Valued at the same as Amount insured

Singed in	Dated	No. of Policies issued
TOKYO	JUNE 30, 20XX	TWO

We it known, that

1. Warranted free of capture, seizure, arrest, restraint, or detention, and the consequences thereof of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty power includes any authority maintaining naval, military or air forces in association with a power.
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.
2. Warranted free of loss or damage
(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
(b) resulting from strikes, lockouts, labour disturbances, riots or civil commotions.

Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom.

This insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected.

In the event of loss or damage which may involve a claim under this insurance, no claim shall be paid unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Office or Agents specified in this Policy.

Assured, as specified above as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or all, doth make Insurances, and hereby cause himself or themselves and them and every of them, to be Insured, lost or not lost, at and from as specified above upon Goods and Merchandises, or Treasure, in the good wherof is Master, for this present Voyage Ship or Vessel called the as specified above or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called: BEGINNING the Adventure upon the said Goods and Merchandises from the loading thereof on board the said Ship, and so to continue and endure, until the said Goods and Merchandises shall have arrived at as specified above and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage, to proceed and sail to, and touch and stay at any Ports or Places whatsoever, (within the limits of the above Voyage) for necessary Provisions. Assistance or Repairs, without prejudice to this Insurance: the said Goods and Merchandises laden thereon for so much as concerns the Assured by agreement between the Assured and the Assurer, are and shall be **valued at the same as amount insured.** Touching the Adventures and Perils which the Assurers are contented to bea and to take upon them in this Voyage, they are of the Seas, Men-of-War, Fires, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Taking at Sea, Arrests, Restraints and Detainments of all Kings, Princes, and People, of which Nation Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof: and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants, or Assigns, to sue, labour, and travel for in and about the Defence, safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance: to the Charges whereof the said Company will contribute. It is expressly declared and agreed that no acts of the Insurer of Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in London. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators, or Assigns, for the true Performance of the PREMISES: confessing themselves paid the Consideration due unto them for this Insurance: at and after the rate of **as arranged per cent.** Corn, Fish, Salt, Fruit, Flour and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt: Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent; and all other Goods are warranted free from Average under Three per cent: be stranded, sunk or burnt. This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims. **In witness Whereof**, I, the Undersigned of THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD. on behalf of the said Company have subscribed my Name in as specified above to specified above Policies of the same tenor and date, one of which being accomplished, the others to be void, as of the date as specified above.

For **THE SEVEN SEAS MARINE AND FIRE INSURANCE CO., LTD.**

Signed

AUTHORIZED SIGNATORY

Assignment 11: 為替手形の作成

契約貨物の船積を完了したグローバル貿易（株）は貨物の輸出代金を回収するために為替手形を振出し（作成し）、信用状で要求されている書類とともに買取銀行に対して買取依頼をする。

これまでに作成および参照してきた書類や資料および下記事項を基にして、買取依頼のための買取銀行（＝ 自社の取引銀行）に呈示する為替手形を作成しなさい。

記

1. 為替手形の番号は、振出人が自由に決めることができる。ここでは 9451 とする。
2. 手形金額は、信用状金額の 100%（原則どおり）とする。
3. 為替手形振出日（＝ 買取依頼日）は、貨物海上保険申込日の 3 日後とする。
4. 為替手形の振出地は、振出人の所在都市である。
5. 為替手形の名宛人（支払人）、支払期間等の作成要件はすべて、信用状に謳われているとおりである。
6. 荷為替手形の買取依頼は、たとえ信用状上で買取銀行が指定されていたとしても、常に振出人の取引銀行に対して行われる。
7. 為替手形の振出人欄には、企業名をタイプし、その下に輸出課長（Export Manager）の山田太郎が署名をする。

荷為替手形： 為替手形に船積書類がついている状態をいう。特に、「荷」を象徴する船荷証券が意識されている。英語では Documentary Bill (of Exchange) という。

手形の振出し： 「～宛てに手形を振り出す」とは、～を名宛人として為替手形を作成し、それを呈示すること（手渡すこと [実際には、手渡しばかりではない]）をいう。
英語では「draw a draft on ～」と表現する。

手形の振出人： 通常、輸出者である。

第 1 券

BILL OF EXCHANGE		
No.		
For	_____	_____
	Place	Date
At _____ sight of this FIRST Bill of Exchange (Second of the same tenor and date being unpaid) pay to _____ or order the sum of		

Value received and charge the same to account of _____		

Drawn under _____		
Credit No.	_____	dated _____
To		

第 2 券

BILL OF EXCHANGE		
No.		
For	_____	_____
	Place	Date
At _____ sight of this SECOND Bill of Exchange (First of the same tenor and date being unpaid) pay to _____ or order the sum of		

Value received and charge the same to account of _____		

Drawn under _____		
Credit No.	_____	dated _____
To		

(記入要領)

BILL OF EXCHANGE	
No. 手形番号	振出地, 振出日
For 手形金額 (アラビア数字)	Place Date
At 支払期間 (支払期限) sight of this FIRST Bill of Exchange (Second of the same tenor and date being unpaid) pay to 代金の受取人 (= 買取銀行) ← 実際は印刷されている or order the sum of 上記手形金額の英文復記	
Value received and charge the same to account of 最終支払人 (= 輸入者) 名 & 住所	
Drawn under 信用状発行銀行名 & 所在地 (都市名 + 国名)	
Credit No. 信用状番号	dated 信用状発行日
To 名宛人 (支払人) 名 名宛人住所 国名	振出人 (= 輸出者) 名タイプ 署名
	署名者名 & 肩書タイプ

(解答例)

BILL OF EXCHANGE		
No.	9451	
For	US\$290,200.00	
	Tokyo	July 3, 20XX
	Place	Date
At sight of this FIRST Bill of Exchange (Second of the same tenor and date being unpaid) pay to THE TOKYO DAIICHI BANK, LTD. or order the sum of		
Dollars Two Hundred Ninety Thousand Two Hundred only in U. S. Currency		
Value received and charge the same to account of <u>Southwest Steel, Inc., 134 Bridge Street, Riverside,</u>		
<u>CA, 94971, U. S. A.</u>		
Drawn under <u>The First National Bank of California, Ltd., Los Angeles, California, U. S. A.</u>		
Credit No. <u>231-112449J</u> dated <u>May 21, 20XX</u>		
To	The First National Bank of California, Ltd. 3591 Broadway, Los Angeles, CA 95023 U. S. A.	Global Trading Company, Limited <i>Taro Yamada</i>

Assignment 12: 荷為替手形買取依頼書の作成

これまでに作成および参照してきた書類や資料および下記事項を基にして、グローバル貿易(株)が買取依頼のために買取銀行に提出する荷為替手形を添付する信用状付荷為替手形買取依頼書を作成しなさい。

記

1. 買取依頼日は為替手形の作成日と同日とする。
2. 買取依頼書には、本件の関係信用状の原本を添付するものとする。
3. 買取依頼書に添付する書類およびその通数は、信用状で要求されている通りとする。
4. 本邦以外で発生する手数料や金利等の費用は受益者負担とする。
5. 今回の買取に際しては、外貨建為替手形の買取相場を確定するために為替の買予約がされている (Assignment 3)。買取依頼書に記載する為替予約情報 (為替予約番号、約定相場等) については Assignment 3 を参照すること。
6. 買取代金は当座預金口座に入金してもらうこととする。当座預金番号は 12457803 である。
7. 買取依頼書の署名欄には、企業名をタイプし、その下に輸出課長 (Export Manager) の山田太郎が署名をする。

(記入要領)

THE TOKYO DAIICHI BANK, LTD.

APPLICATION FOR NEGOTIATION OF DOCUMENTARY BILL (WITH L/C)

TO: THE TOKYO DAIICHI BANK, LTD.

APPLICANT: 買取依頼人名
住所

DATE: 買取依頼日

IN CASE OF NEED, CONTACT OUR US AT TEL (買取依頼人電話番号)												BANK REF. NO. 銀行参照番号				
DRAFT NO. 手形番号				DRAFT DATE: 手形振出日				AMOUNT: 手形金額 (アラビア数字と語句で表記)								
DRAWER (IF DIFFERENT FROM APPLICANT)						TENOR (DUE ON) 手形の支払期間 (支払期限)										
DRAWEE 手形名宛人 (支払人) 名						BANKING CHARGES AND INTEREST OUTSIDE JAPAN 日本以外での銀行手数料・金利等の負担者 <input type="checkbox"/> SHIPPER'S A/C <input type="checkbox"/> BUYER'S A/C <input type="checkbox"/> OTHERS				L/C NO. 信用状番号		DATE 信用状発行日				
ACCOUNTTEE (BUYER) 買主 (輸入者) 名						ISSUEING BANK 発行銀行名										
MERCHANDISE (NAME, QUANTITY, TRADE TERMS) 貨物の明細 (信用状の記述を転記)						EXPIRY DATE: 信用状有効期限				LATEST PRESENTATION DATE: 最終呈示可能日						
VESSEL OR 本船名 & 航海番号						TIME OF SHIPMENT/SAILING ON 船積日 or 出港日										
FROM 船積港				TO 荷卸港				NOTES AND REMARKS								
DOCUMENTS ATTACHED 添付書類とその通数																
DRAFT	COMM INVOICE	CUS/CONS INVOICE	B/L	SEA WAYBILL	AIR WAYBILL	INS. POL/CERT	PACKING LIST	W/M LIST	INSP CERT.	CERT. OF ORIGIN	APPLIANT CERT.	L/G				
為替手形	インボイス	税関送り状・領事送り状	船荷証券	海上運送状	航空運送状	保険証券 保険承認状	梱包明細書	重量 容積 証明書	品質検査 証明書	原産地 証明書	依頼者 証明書	保証状 (L/Gネコ用)				
L/C <input type="checkbox"/> ATTACHED この買取依頼書に添付 <input type="checkbox"/> HELD BY 現在の所持人名 & 住所 信用状の所在場所						DATE OF LAST NEGOTIATION 前回買取日 (分割船積した場合)				L/C BALANCE 信用状金額残高 (分割船積した場合)						

PLEASE NEGOTIATE THE ABOVE DRAFTS AND DOCUMENTS SUBJECT TO THE PROVISIONS OF THE AGREEMENT SIGNED BY US AND SEPARATELY SUBMITTED TO YOU ND UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600.

ご入金口座		
<input type="checkbox"/> 当座預金	<input type="checkbox"/> 普通預金	<input type="checkbox"/> 外貨預金 <input type="checkbox"/> その他
口座番号		
為替先物予約		
予約番号	38 -	US\$1.00 = 予約相場
	38 -	US\$1.00 =
	38 -	US\$1.00 =

買取依頼人名

署名

署名者名 & 肩書

※ Bank Use Only

銀行使用欄

(解答例)

THE TOKYO DAIICHI BANK, LTD.

APPLICATION FOR NEGOTIATION OF DOCUMENTARY BILL (WITH L/C)

TO: THE TOKYO DAIICHI BANK, LTD.

APPLICANT: Global Trading Co., Ltd.
2-3 Otemach 1-chome, Chiyoda-ku
Tokyo 100-0002 Japan

DATE: July 3, 20XX

IN CASE OF NEED, CONTACT OUR US AT TEL (03 - 3258 - 5875)		BANK REF. NO.													
DRAFT NO. 9451	DRAFT DATE: July 3, 20XX	AMOUNT: US\$290,200.00 (Dollars Two Hundred Ninety Thousand Two Hundred only in U. S. Currency)													
DRAWER (IF DIFFERENT FROM APPLICANT)		TENOR (DUE ON) At Sight													
DRAWEE The First National Bank of California, Ltd.		BANKING CHARGES AND INTEREST <input checked="" type="checkbox"/> SHIPPER'S A/C <input type="checkbox"/> BUYER'S A/C <input type="checkbox"/> OTHERS													
ACCOUNTTEE (BUYER) Southeast Steel, Inc. 134 Bridge Street, Riverside, CA 94971 U. S. A.		L/C NO. 231-112449J	DATE May 21, 20XX												
MERCHANDISE (NAME, QUANTITY, TRADE TERMS) Iron Products as Specified in the Sales Note No. SWS-112/04 dated May 8, 20XX		EXPIRY DATE: July 14, 20XX	LATEST PRESENTATION DATE: July 12, 20XX												
VESSEL OR Neptune V. 154W		TIME OF SHIPMENT/SAILING ON June 28, 20XX													
FROM Tokyo, Japan		TO Long Beach, U.S.A.													
DOCUMENTS ATTACHED															
DRAFT	COMM INVOICE	CUS/CONS INVOICE	B/L	SEA WAYBILL	AIR WAYBILL	INS. POL/CERT	PACKING LIST	W/M LIST	INSP. CERT.	CERT. OF ORIGIN	APPLIANT CERT.	L/G			
2	3		3			2	3			2					
L/C <input checked="" type="checkbox"/> ATTACHED <input type="checkbox"/> HELD BY		DATE OF LAST NEGOTIATION		L/C BALANCE											

PLEASE NEGOTIATE THE ABOVE DRAFTS AND DOCUMENTS SUBJECT TO THE PROVISIONS OF THE AGREEMENT SIGNED BY US AND SEPARATELY SUBMITTED TO YOU AND UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600.

ご入金口座			
<input checked="" type="checkbox"/> 当座預金	<input type="checkbox"/> 普通預金	<input type="checkbox"/> 外貨預金	<input type="checkbox"/> その他
口座番号	12457803		
為替先物予約			
予約番号	38 - 27651	US\$1.00 =	¥131.27
	38 -	US\$1.00 =	
	38 -	US\$1.00 =	

Global Trading Co., Ltd.

Taro Yamada

Taro Yamada, Export Manager

※ Bank Use Only

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